TRIPLE H RANCH & THERAPEUTIC HORSEMANSHIP LLC AND/OR FOUNDATION, INC. EQUINE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name (Participant/Volunteer/Guest):
Address:
Phone:
I hereby enter into this agreement in consideration of my / ability and permission to ride OR use any horse
owned/leased by Triple H Ranch & Therapeutic Horsemanship LLC and /or Foundation Inc. whose address is
5405 N. Kennedy Rd. Milton. WI 53563

IMPORTANT NOTICE

BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOUR RIDING OR USE OF THE OWNER'S HORSE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT Triple H Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc. INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF YOU OR Triple H Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

By signing this form, I hereby acknowledge on behalf of myself that I have familiarized myself with the activities that I will be allowed to participate in, and that I do hereby acknowledge and agree that I will participate in these activities without restriction or limitation. I recognize the inherent risks involved in riding and working with horses, being around goats or any other animals on premise, including but not limited to:

- Bites, kicks, abrasions or contusions from horses or other animals.
- Being thrown, falling off or bucked off by horses.
- Scratches, cuts, bruises or other injury from stalls or enclosures, fencing or gates.
- Scratches or other injury from grooming tools, barn cleaning tools, equine equipment, tack, helmets or boots or any other equipment inside & outside of the barn.
- Allergic reactions to animals, hay, or other allergens.
- Tripping in holes or on materials or being injured by, on or around equipment, machinery, fencing or gates.
- Slipping, falling, or otherwise being injured in the barn, in stalls, in the arenas or on the grounds, which can be slippery, muddy, wet, icy, snowy or contain or present other hazards.

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I hereby specifically forever waive and release <u>Triple H Ranch & Therapeutic Horsemanship LLC and/or Foundation</u> <u>Inc.</u> and <u>its princi</u>pals and agents and family from any liability for injury arising out of the inherent risks from riding, working or participating in a stable environment and/or with horses, as well as from the active negligence of <u>Triple H</u> Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc., its principals and agents.

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<u>H Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc.</u> there will not be a nurse or medical attention on the premises and <u>Triple H Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc.</u> and its principals and agents <u>and family bear no responsibility for my health or medical care.</u>

I agree to indemnify, save and hold harmless <u>Triple H Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc.</u> <u>and its principal</u>s and agents and family from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with either my presence or participation at <u>Triple H Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc.</u> or any acts or omissions of <u>Triple H Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc.</u> principals or agents or family.

By signing this Agreement, and by initialing the paragraph below, I hereby acknowledge my complete understanding, agreement and consent to my presence and/or participation in the activities at Triple H Ranch & Therapeutic
Horsemanship LLC and /or Foundation Inc., its principals or agents or family, and with full knowledge and understanding of the disclosures, waivers, and releases herein.

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If I am present at and participate in the activities of <u>Triple H Ranch & Therapeutic Horsemanship LLC and/or</u>

<u>Foundation Inc., I</u> do so at my own risk, and I hereby acknowledge and agree that T<u>riple H Ranch & Therapeutic</u>

<u>Horsemanship LLC and/or Foundation Inc.</u> and/or any of its principals and agents or family or minor children shall bear no responsibility or risk associated with injuries that could arise from my presence or participation at <u>Triple H Ranch & Therapeutic Horsemanship LLC and/or Foundation Inc.</u> **Use of your own riding helmet is the helmet owner's responsibility as to the condition, age & suitability of the helmet and not that of <u>Triple H Ranch & Therapeutic</u>

<u>Horsemanship LLC and/or Foundation Inc.</u>, volunteers, staff, employees, principals, agents or family.**

As a volunteer/participant at Triple H Ranch, I acknowledge the risk and potential for risks of a horseback-riding program and related equine activities. However, I feel that the possible benefits to myself and the clients/other participants that I work with are greater than the risk assumed. I hereby, intending to be legally bound, for myself, my heirs and assigns, executors or administrators, waive and release forever all claims for damage against **Triple H Ranch & Therapeutic**Horsemanship LLC and/or Foundation Inc., instructors, therapists, volunteers, officers, directors and/or employees for any and all injuries and/or losses I may sustain while participating in the Triple H Ranch programs.

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In accordance with the Wisconsin Law relating to the limitation of civil liability regarding equine activities:

NOTICE A PERSON WHO IS ENGAGED FOR COMPENSATION IN THE RENTAL OF EQUINES OR EQUINE EQUIPMENT OR TACK OR IN THE INSTRUCTION OF A PERSON IN THE RIDING OR DRIVING OF AN EQUINE OR IN BEING A PASSENGER UPON AN EQUINE IS NOT LIABLE FOR THE INJURY OR DEATH OF A PERSON INVOLVED IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, AS DEFINED IN SECTION 895.481(1)(E) OF THE WISCONSIN STATUTES.

Participant/Volunteer/Guest Name(s):	
Participant/Volunteer/Guest Signature:	
Adult (Parent of Legal Guardian) Name:	
Adult (Parent or Legal Guardian) Signature for minor child:	
Date:	